

EXHIBIT 14

FILED UNDER SEAL

13 CONFIDENTIAL

14 ATTORNEYS' EYES ONLY

15

16 DEPOSITION

17 The following is the videotaped deposition of

18 THOMAS CARRETTA, taken before Julie A. Brooks, Notary

19 Public, Registered Professional Reporter, pursuant to

20 Notice of Taking Deposition, at Fredrikson & Byron,

21 4000 US Bank Plaza, 200 South Sixth Street,

22 Minneapolis, Minnesota, commencing at 9:09 a.m.,

23 Tuesday, October 9, 2018.

<p>1 objections. I'm entitled to ask my questions, and my 2 questions are fair.</p> <p>3 MS. KLIEBENSTEIN: I disagree with that. 4 I think, when you are at trial and when you are in a 5 deposition, you have to fairly and accurately 6 characterize the document. Otherwise, the question -- 7 the question isn't a fair question.</p> <p>8 MS. JANUS: It is a fair question. I'm 9 asking the questions.</p> <p>10 Go ahead.</p> <p>11 THE WITNESS: Could you read back the 12 question, please?</p> <p>13 (Record read as follows: 14 "Question: Right. And so what I'm 15 trying to get at is that's what this second 16 sentence is -- so the first sentence is just 17 talking generally what either party -- that 18 neither party can, without prior written 19 consent, assign or transfer the agreement. 20 The second sentence is a little 21 more specific, right? It is dealing 22 specifically with what takes place when you 23 have one of these business changes that's 24 enumerated in the second sentence. Is that 25 fair?"</p>	<p>1 shall make no expanded use of the Fair Isaac Products 2 as a result of any such event unless and until Fair 3 Isaac provides such written consent, which will not 4 unreasonably be withheld"?</p> <p>5 A. So I said the thou shall not do. The 6 proper reading of this sentence is there is an 7 assignment; therefore, you cannot do that without our 8 consent. And in the interim, before you have our 9 consent and we take some other action, whether a 10 negotiated response or not, you shall not make expanded 11 use. They're two separate covenants.</p> <p>12 Q. Okay.</p> <p>13 A. Because it goes on to say, any attempt 14 to assign or transfer without written consent is 15 void.</p> <p>16 Q. Okay. So based on your reading of 10.8, 17 in the event of a change of control or a merger, is it 18 your view that consent from FICO is necessary 19 regardless of whether use is expanded?</p> <p>20 A. Yes.</p> <p>21 Q. Okay.</p> <p>22 A. You must have consent.</p> <p>23 Q. Okay. And so any merger, regardless of 24 the type or the size or the nature of the transaction, 25 requires consent from FICO to transfer the license or</p>
<p style="text-align: center;">Page 137</p> <p>1 THE WITNESS: No, that's not fair.</p> <p>2 BY MS. JANUS:</p> <p>3 Q. Okay. Explain to me why not.</p> <p>4 A. The first sentence is a prohibition thou shall not do. The second sentence is, if any of these events was to occur, it will be deemed an assignment; and therefore, thou shall not do without consent.</p> <p>8 Q. Okay. But what thou shall not do, as 9 you say, is in the second -- or the third clause of the 10 second sentence, right? "And Client shall make no 11 expanded use of the Fair Isaac Products as a result of 12 any such event unless and until Fair Isaac provides 13 such written consent, which will not be unreasonably 14 withheld."</p> <p>15 A. Is there a question?</p> <p>16 Q. Yeah. That was my question.</p> <p>17 A. I don't think that was a question. You want to rephrase it for me, please? I didn't get asked a question by you.</p> <p>20 Q. The -- you said that the second sentence 21 is -- in one of these situations it is an assignment 22 and thou shall not do.</p> <p>23 What I'm saying is, okay, but is it, 24 then, the thou shall not do is in that last or third 25 clause of the second sentence, which says, "and client</p>	<p style="text-align: center;">Page 139</p> <p>1 to continue to use the license, I should say?</p> <p>2 MS. KLIEBENSTEIN: I'm going to object</p> <p>3 to that as calling for speculation.</p> <p>4 BY MS. JANUS:</p> <p>5 Q. Go ahead.</p> <p>6 A. My view is that each party is prohibited from making assignment or transfer without prior written consent. Therefore, if you do engage in one of the enumerated list of items in here, then you are in violation of the license, because you failed to get the consent or written consent.</p> <p>12 Separately, it then says and client 13 shall not make expanded use of the products as a result 14 of any such event unless and until Fair Isaac provides 15 such written consent, which will not be unreasonably 16 withheld.</p> <p>17 So both here and in the prior section I 18 referenced, there can't be a transfer or assignment, a 19 legal transfer or assignment, without the prior written 20 consent. There just can't be, because that's what the 21 parties said here.</p> <p>22 Q. So how is it, then, that the second 23 sentence specifically makes reference to "expanded use 24 of the Fair Isaac Products as a result of any such 25 event unless and until Fair Isaac provides such written</p>

<p>1 consent, which will not be unreasonably withheld," and 2 the first sentence does not relate in any way to 3 expanded use, correct?</p> <p>4 A. The first sentence is an absolute 5 prohibition. So when you step on the land mine, you 6 step on the land mine.</p> <p>7 But the second one is, a lot of clients 8 in that situation may say, wait a minute, I don't want 9 to follow these rules, and they go off and do 10 something. So we add this additional covenant that 11 says you won't make expanded use of it.</p> <p>12 Q. Okay.</p> <p>13 A. That's because of the right to cure.</p> <p>14 Q. Okay. So is it a fair reading of this 15 section, Section 10.8, that in the event of a merger or 16 change of control, so long as there's no expanded use, 17 then consent is not required?</p> <p>18 A. No, that's completely wrong.</p> <p>19 Q. No. Okay.</p> <p>20 A. You've ignored the first sentence. 21 You've ignored the first part of the second sentence. 22 You've ignored the third section, and you've ignored 23 3.1. That is a completely wrong reading.</p> <p>24 Q. What is the point of having the expanded 25 use language in the second sentence if the first</p>	<p>1 A. I'm referring to Section 10.8.</p> <p>2 Q. Oh, I thought you were talking about 3 Section 9.2, (a) and (c).</p> <p>4 A. 9.2 is termination and rights of the 5 parties relative to the event of a termination.</p> <p>6 Q. What does that have to do with 10.8?</p> <p>7 A. Not obtaining consent is a terminable 8 right. It's a breach of the agreement.</p> <p>9 Q. Okay.</p> <p>10 A. So by the time that you discover the 11 breach and then give notice of what your intent is, 12 there's a period where the client may still be 13 misunderstanding what's going on. Therefore, you don't 14 want them to make any expanded use of it. In other 15 words, they have to preserve the status quo. If they 16 choose not to preserve it, that's an independent 17 breach.</p> <p>18 Q. Where is that in the language of 10.8?</p> <p>19 A. I'll say it again. "Neither party 20 shall, without the prior written consent of the other 21 party, assign or transfer this Agreement or any part 22 thereof."</p> <p>23 The second sentence says, "In the 24 event" --</p> <p>25 Q. No. You don't need to read the second</p>
<p style="text-align: center;">Page 141</p> <p>1 sentence is an outright prohibition of transfer without 2 written consent?</p> <p>3 A. Because the parties had also agreed that 4 a violation of the license provides that Fair Isaac, or 5 the party that's not in violation, has the right to 6 terminate. In the interim, you want to preserve the 7 status quo.</p> <p>8 Q. What were you looking at there?</p> <p>9 A. Section 9.2.</p> <p>10 Q. Okay. Which subdivision?</p> <p>11 A. Both (a) and (c).</p> <p>12 Q. And what does that have to do with the 13 expanded use provision?</p> <p>14 A. Well, again, you have to first look at 15 the prohibition against an assignment or transfer. And 16 then secondarily, when you provide notice to a client 17 that you're in violation of the license agreement, you 18 want to preserve the status quo. So don't make 19 additional use of it or expanded use of it. It is a 20 separate covenant.</p> <p>21 Q. Where is that, what you are talking 22 about?</p> <p>23 A. Where is what?</p> <p>24 Q. What you just said. We're talking about 25 a contract. What are you referring to?</p>	<p style="text-align: center;">Page 143</p> <p>1 sentence. But I'm asking you, where is it that -- you 2 just testified about --</p> <p>3 A. I'm not going to answer this question. 4 I want to finish my first answer. I'd appreciate if 5 you don't interrupt me.</p> <p>6 Q. Okay.</p> <p>7 A. So I said, then the second sentence 8 says, in the event of any of these enumerated, it is 9 deemed to be an assignment subject to this section, 10 meaning that you have to get consent. Until then, 11 you'll make no expanded use of the products.</p> <p>12 Q. Until when?</p> <p>13 A. Until you obtain consent. It says, 14 "until Fair Isaac provides such written consent."</p> <p>15 Q. "Which will not be unreasonably 16 withheld."</p> <p>17 A. Right.</p> <p>18 Q. So you can use the product after the 19 merger until you get -- your reading of the second 20 sentence is, okay, if you have a merger or change in 21 control, you can use the product without consent --</p> <p>22 A. That is not what I said.</p> <p>23 Q. -- so long as --</p> <p>24 A. I'm sorry. I interrupted you. Please 25 go ahead.</p>